

**MODIFICATION No. 2
ORACLE PAYROLL ENHANCED RETRO-PAY PROCESS
CONSULTING SERVICES**

THIS MODIFICATION No. 2 is being entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS (hereinafter "City"), a municipal corporation of the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and ORASYS, LLC(hereinafter "Company"), a limited liability company of the State of California with its principal office at 2151 Michelson Drive, Suite 230, Irvine, California 92612.

This Modification increases the Contract amount from Eighty-Nine Thousand Five Hundred Dollars (\$89,500) to Two Hundred Three Thousand Nine Hundred Dollars (\$203,900).

This Contract between the City and the Company, dated February 20, 2008, and modified on April 1, 2009 is hereby modified as follows:

1. B-3 Prices/Costs - To add pricing and payment schedule for additional scope.

DELETE: B-3 (a) and (b) in its entirety.

ADD:

(a) The City will pay the following amounts.

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>	<u>Already Paid</u>
1	Project Definition	\$ 8,800	Yes
2	Solution Design	\$17,600	Yes
3	User Acceptance Test	\$22,000	Yes
4	Completion of Production Transition	\$ 6,000	Yes
5	Completion of Production Support	\$ 9,000	Yes
6	Enhancement to PERS Interface	\$ 8,800	Yes
7	Assistance to City Development Staff	\$14,300	Yes
8	Travel Expense Not-To-Exceed	\$ 3,000	Yes
9	Banked Callback and Holiday Pay Issue Resolution	\$52,800	No
10	Development of report to gather data for PERs Findings	\$26,400	No
11	Augmentation of City Payroll Developmental Staff	\$35,200	No
Total		\$203,900	

(b) The Company will invoice the City in accordance with the following payment schedule.

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
1	Acceptance of Project Plan Definition Documentation	\$ 8,800
2	Acceptance of MD050 and MD	\$ 17,600
3	Completion of Test Scripts and Acceptance of User Acceptance Testing	\$ 22,000
4	Completion of Production Transition	\$ 6,000
5	Completion of Production Support	\$ 9,000
6	Completion of Enhancement to PERS Interface	\$ 8,800
7	Upon City's Project Manager Acceptance of Work	\$ 14,300
8	Travel Expense – Upon Occurance Not to Exceed	\$ 3,000
9-11	Upon City's Project Manager Acceptance of Work	\$114,400
Total		\$203,900

2. B-5 Performance Period/Delivery Schedule -To add to Delivery Schedule.

ADD:

- (c) Within a week after award the City's Project Manager and the Company will define deliverables and project schedule for items number 9-11 as listed above in B-3 (a) Prices/Costs.

3. C-1 Scope of Services- To add additional Scope of Services

ADD:

- (e) The Company will assist the City in analyzing, designing, coding, testing, and migrating the PERS interface with the following new requirements:
 - (i) Banked callback & holiday pay – hours need to be tracked in a separate bucket with the date earned and rate in order to report to PERS when paid out, at the rate the hours were earned.
 - (ii) New PERS report for auditing of PERS – report (interface format) to be used to gather audit information.
- (f) The Company will augment City staff on payroll development tasks.

4. C-2 Deliverables – To add deliverables associated with the new scope.

ADD:

C-2 Deliverables

- (a) The Company will provide a Statement of Work that will describe the implementation and project assumptions.
- (b) The Company will provide a comprehensive document that will be used as reference guide to migrate set-ups from the test environment to the production environment.

5. E-23 Counterpart Signatures – To add the following new clause.

E-23 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

6. Section F List of Attachments – To add an updated Attachment 1.

DELETE: Attachment 1 in its entirety.

INSERT:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	9/24/09	2

7. In the event of any conflict between the Contract, as modified, and this modification, the provisions of Modification No 2 take precedence. All other contract terms and conditions remain unchanged.

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This Modification has been executed by duly authorized representatives of the parties on the date first above written.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 9-24-09
Deputy City Attorney Date

ORASYS, LLC

MADHU P. REDDY, President

"Company"